

4-0382

05-05

A G R E E M E N T

Between The

LOWER TOWNSHIP BOARD OF EDUCATION

AND

LOWER TOWNSHIP ELEMENTARY

TEACHERS' ASSOCIATION

THE (COUNTY OF CAPE MAY,) NEW JERSEY

(Teachers, School Bus Employees, Clerks, Bus Drivers, Nurse 1983 - 1984 Custodian, Aide)

1984 - 1985

1985 - 1986

X 7/1/83 - 6/30/86

## TABLE OF CONTENTS

Preamble. . . . .	1
ARTICLE I - Recognition. . . . .	2
ARTICLE II - Duration of Agreement. . . . .	3
ARTICLE III - Negotiation Procedure. . . . .	4
ARTICLE IV - Grievance Procedures . . . . .	6
ARTICLE V - Salaries and Method of Payment . . . . .	15
ARTICLE VI - Employee Rights. . . . .	19
ARTICLE VII - Teacher Work Year. . . . .	21
ARTICLE VIII - Teacher Work Day. . . . .	22
ARTICLE IX - Revival Language on Transfers. . . . .	24
ARTICLE X - Specialists and Substitutes. . . . .	25
ARTICLE XI - Non-Teaching Duties. . . . .	26
ARTICLE XII - Assignments and Promotions. . . . .	27
ARTICLE XIII - Employee Evaluation. . . . .	29
ARTICLE XIV - Employee Facilities. . . . .	32
ARTICLE XV - Association-Administration Liaison. . . . .	33
ARTICLE XVI - Sick Leave. . . . .	34
ARTICLE XVII - Temporary Leaves of Absence. . . . .	36
ARTICLE XVIII - Extended Leaves of Absence. . . . .	38
ARTICLE XIX - Sabbatical Leave. . . . .	39
ARTICLE XX - Professional Development & Educational Improvement. . . . .	41
ARTICLE XXI - Protection of Employees and Property. . . . .	43
ARTICLE XXII - Classroom Procedures. . . . .	44
ARTICLE XXIII - Purchase of Materials and Supplies by Employees. . . . .	45

PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by and between the Board of Education of Lower Township, New Jersey, hereinafter called the "Board" and the Lower Township Elementary Teachers' Association, hereinafter called the "Association". This Agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1986, with reopeners on salary and on two other items chosen by either party in the second and third years of the Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### RECOGNITION

WHEREAS, A majority of the employees in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Elementary Teachers' Association as their representative for the purpose of collective negotiations; and

WHEREAS, Such employees constitute an appropriate unit for collective negotiations; NOW, THEREFORE, BE IT RESOLVED, By the Lower Township Board of Education, That pursuant to Chapter 123, Public Laws 1974, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Elementary Teachers' Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the employees included in the unit described below:

Teachers  
Cafeteria Employees  
Clerks  
Bus Drivers  
Nurses

Instructional Aides  
School Building Secretaries  
Custodians  
Secretary of Child Study Team

but excluding:

Superintendent  
Superintendent Secretary  
Board Secretary  
Payroll/Purchasing Clerk  
School Psychologist  
Social Worker  
Learning Disability Teacher  
Consultant

Principals  
Cafeteria Manager  
Subject Supervisors  
Plant Manager  
Supervisory Employees  
Bus Mechanic  
Attendance Officer  
Transportation Coordinator

## ARTICLE II

### DURATION OF AGREEMENT

This Agreement entered into on the \_\_\_\_\_ shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1986, with reopeners on salary and on two other items chosen by either party in the second, and third years of the Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed below by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first written above.

---

President, Lower Township  
Elementary Teacher's Assn.

---

President, Lower Township  
Board of Education

---

Secretary, Lower Township  
Elementary Teacher's Assn.

---

Secretary, Lower Township  
Board of Education

## ARTICLE III

### NEGOTIATION PROCEDURE

#### A. Purpose

1. The purpose of negotiations is a good faith effort to reach agreement on proposals.
2. Any agreement negotiated under this ARTICLE shall apply to all employees as stipulated in Article I. The Agreement shall be reduced to writing, and be subject to final ratification by a majority of both the full Board and the full Association membership.

#### B. Procedure

1. Proposals concerning terms and conditions of employment will be filed by the President of the Association with the President of the Board, or his designee no later than the regular November Board of Education meeting. Negotiation is then to take place at a time mutually convenient for both but not later than fifteen (15) calendar days from the date the proposals were filed with the President of the Board, or his designee. This time frame may be modified by mutual agreement.
2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

## NEGOTIATION PROCEDURE (Cont.)

### C. Stipulations

1. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. Any individual contract between the Board and an individual member, heretofore and hereafter executed, shall be subject to and consistent with terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
3. Copies of this Agreement and/or changes to said Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees covered by the duration of the Agreement.

## ARTICLE IV

### GRIEVANCE PROCEDURES

#### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement as will be defined by PERC or by law.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may arise affecting the welfare of employees, or terms and conditions of employment as defined by PERC or by law. Proceedings will be kept confidential. They will be conducted as informally as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without



intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.
3. Any grievance affecting an individual shall be deemed waived unless it is submitted within ten (10) school days after the aggrieved party knew or should have known of the event or conditions on which it is based. Grievances affecting a group of employees shall be deemed waived unless submitted within ten (10) school days after the last particular incident which affects any member of the group.

## GRIEVANCE PROCEDURES (Cont.)

### 4. Level One

- a. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of his choosing to appear with him or for him at any step in his appeal.
- b. Any employee or group of employees who has a grievance or proposal, shall discuss it first with the Principal or the employee's immediate supervisor in an attempt to resolve the matter informally at that level.
- c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, the employee shall set forth the complaint in writing to the Principal/Supervisor. The Principal/Supervisor shall communicate the decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

### 5. Level Two

- a. The employee may appeal the Principal's/Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be submitted on the official

## GRIEVANCE PROCEDURES (Cont.)

grievance form within five (5) calendar days of the written decision at Level One. The Superintendent shall request a report on the grievance from the Principal/Supervisor, shall confer with the concerned parties and, upon request, with the employee or Principal/Supervisor separately. The Superintendent shall attempt to resolve the matter as quickly as possible, either formally or informally, but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision in writing, along with supporting reasons, to the employee, the Principal/Supervisor and to the Board of Education.

- b. If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) calendar days, notifying the employee in writing of that determination.
- c. If the Professional Rights and Responsibilities Committee determines that grievance has, or may have merit, it shall recommend that the grievance be heard by the Board of Education.

## GRIEVANCE PROCEDURES (Cont.)

- d. If the Professional Rights and Responsibilities Committee determines the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal/Supervisor, the Superintendent of Schools and the Board of Education.
- e. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Board of Education.

### 6. Level Three

- a. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education within ten (10) calendar days of the decision by the Superintendent. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within fifteen (15) calendar days.

### 7. Level Four

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to

## GRIEVANCE PROCEDURES (Cont.)

the Board of Education, the employee may within five (5) calendar days after a decision by the Board of Education or fifteen (15) calendar days after the grievance was delivered to the Board of Education whichever is sooner, request in writing that the Chairman of the PR&R Committee submit the grievance to arbitration. (If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.)

- b. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the

## GRIEVANCE PROCEDURES (Cont.)

close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### D. Rights of Employees to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure personally, or at the employee's option, by a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## GRIEVANCE PROCEDURES (Cont.)

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any building representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

### E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

GRIEVANCE PROCEDURES (Cont.)

5. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.
6. Any parties of interest officially involved in a grievance proceeding shall have access to any and all pertinent information they deem necessary for preparing the presentation of the case.
7. When required by the Arbitrator, released time shall be granted to any party of interest officially involved in the grievance proceedings when said proceedings reach level four.



ARTICLE V

SALARIES AND METHOD OF PAYMENT

- A. 1. Salary schedules for all categories of employment covered by this Agreement are set forth as scheduled in Appendix A.
- 2. Persons employed prior to February 1 of any school year shall receive credit for one (1) year of experience if reemployed the following year.
- B. Both parties agree that all employees will be paid and placed on their proper step according to their proper salary guide for the duration of this contract except that the Board of Education may withhold, for inefficiency or other good cause, the salary increment of an employee as provided in N.J.S. 18A:29-14 and in accordance with the following procedures:
  - 1. Applicable procedures as outlined in Article XIII (Teacher evaluation) shall have been followed.
  - 2. The Superintendent only shall forward any recommendation to withhold an employee's increment to the Board of Education. No recommendation shall be made to the Board of Education to withhold an increment for inefficiency unless at least ninety (90) calendar days prior thereto the Principal or other Supervisor has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such

## SALARIES AND METHOD OF PAYMENT (Cont.)

particulars as to furnish the employee an opportunity to correct and overcome the same.

3. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) school days file a grievance commencing at the Superintendent level and concluding at the Board level. No action shall be taken by the Board until completion of Level 3 of the grievance procedure.
  4. Should the employee be dissatisfied with the resolution of the case under Article V, B3 above, the case will be submitted to the Commissioner of Education to determine jurisdiction, i.e., whether the dispute shall be settled by the Commissioner or by binding arbitration.
- C. Part time employees shall be paid a percentage based upon parity with the salary scale of the job category.
- D. All members employed shall be paid semi-monthly for the term of this contract and paydays shall be the 15th and 30th of each month except that when a payday falls on or during a school holiday, vacation, or weekend, members shall receive their paychecks on the last previous working day.
- E. Each teacher shall receive his/her final pay upon satisfactory completion of assigned responsibilities on the last regularly scheduled school day in June.
- F. All other ten (10) month and eleven (11) month members will receive their final pay checks on their last regularly scheduled workday of their contracted term.

SALARIES AND METHOD OF PAYMENT (Cont.)

- G. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from each pay. These funds are put into a savings book in his/her name at the Marine National Bank which you can pick up at the end of the school year.
- H. The Board agrees to provide the complete New Jersey State Health Benefits Program for all employees and their dependents. Dependent coverage shall be optional with the member to the extent that the employee is eligible.
- I. It is agreed that the Board of Education will pay the cost of the Basic Coverage for all employees and their dependents to the extent that they are eligible, for insurance under the New Jersey Dental Service Plan.
- J. The Consolidated and Maud Abrams School Librarians are to work for twenty (20) extra working days beyond the ten (10) month contract term. Remuneration for each of the librarians is to be predicated upon 1/200th of his/her ten (10) month contractual salary for each day worked.
- K. Beginning July 1, 1977, all new Special Education Teachers hired to work in the district shall be placed on the Teachers' Guide at parity with regular teachers having the same years of experience.
- All privileges and pay status previously accrued by each of the existing Special Education Teachers shall remain in effect for as long as the said employee works in the district without a break in tenure.

SALARIES AND METHOD OF PAYMENTS (Cont.)

L. Prescription Plan - The Board agrees to provide a \$2.00 co-pay prescription plan for all employees and their dependents.

ARTICLE VI  
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive, coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board of any agent or representative thereof shall be

EMPLOYEE RIGHTS (Cont.)

subject to the grievance procedure set forth herein, excepting that nothing in this clause shall be construed as impeding the Board's right to withhold an increment subject to the provisions of Section V, B above. All aspects of cases involving the withholding of increment shall be treated under Section V, B rather than VI, C.

- D. Whenever any employee is required to appear before the Superintendent, Board, or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employee or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. The above mentioned procedures shall in no way be construed to apply to meetings or conferences affecting the daily operation of the school. Any suspension of an employee pending charges shall be with pay.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## ARTICLE VII

### TEACHER WORK YEAR

A. The in school work year for teachers shall not exceed by more than (5) days the number of days in which school is in session for the pupils.

1. The five days shall be structured to include:

a. A maximum of three (3) in-service days.

b. Two (2) NJEA Convention days.

B. Teacher attendance shall not be required whenever pupil attendance is not required due to emergency reasons.

## ARTICLE VIII

### TEACHER WORK DAY

- A. Teachers shall have a duty free lunch period at least as long as the eating period provided for their students.
- B. Teachers may leave the building during their scheduled duty free lunch period with notification before leaving the building by notifying the Principal or designee with the provision that they return for duty within that period.
- C. Faculty or other professional meetings which are held after the regular pupil dismissal time shall begin immediately following student dismissal and shall be limited to sixty (60) minutes.
  - 1. When in the judgment of the Superintendent, meetings which will involve a substantial majority of all of the teachers of the district should be held and when the length of these meetings is anticipated to exceed one (1) hour, pupils shall be dismissed early.
  - 2. Where possible and practical, notification of faculty meetings shall be given three (3) school days in advance. This does not apply in any way to individual or small group conferences.
- D. The work day for teachers shall not exceed 6 hours and 15 minutes exclusive of faculty meetings. Included in this time shall be a requirement that teachers report for work 15 minutes prior to arrival time for students in their respective buildings.



TEACHER WORK DAY (Cont.)

1. Time spent by teachers in their respective buildings prior to student arrival time shall be designated as a duty free preparation period.
2. Teachers shall receive release time on all days of parent-teacher report card conferences. The time allowed will be according to prior practice in the district.

ARTICLE IX

REVIVAL LANGUAGE ON TRANSFERS

- A. No vacancy shall be filled by means of involuntary transfers or reassignment if there is a qualified volunteer to fill such position.
- B. No employee shall be transferred without prior notification in writing within fifteen days prior to said transfer.
- C. Any employee who is transferred shall be granted an opportunity to discuss said transfer with the Superintendent.
- D. The Superintendent of Schools or his designee shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.

## ARTICLE X

### SPECIALISTS AND SUBSTITUTES

- A. The Board shall endeavor at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the Administration to help them instruct the classes they cover. Only in cases of extreme emergency shall special subject teachers be used as substitutes.

## ARTICLE XI

### NON-TEACHING DUTIES

A. Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:

1. Non-professional assignments including but not limited to supervision of cafeterias or playgrounds.
2. Inventory and storing books outside the classroom, delivering books to classrooms, duplicating instructional and other materials, keeping registers, starting cumulative record cards and other clerical and/or custodial functions.

## ARTICLE XII

### ASSIGNMENTS AND PROMOTIONS

- A. All teachers shall be given written notice of their salary schedules, intended building, grade and room assignments for the forthcoming year not later than May 23. The association shall be notified of all appointments at the time contracted.
- B. No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which the teacher desires to be transferred, in order of preference. Such request for transfers and assignments for the following year shall be submitted not later than May 15.

As soon as practicable, and no later than May 30, the Superintendent shall post in each school and deliver to the Association a system wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

- C. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 30.

ASSIGNMENTS AND PROMOTIONS (Cont.)

- D. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be publicized as per Article XXVIII.

## EMPLOYEE EVALUATION

- A. Monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee in a professional manner by their immediate supervisor or members of the school administration. At no time should an individual teacher be evaluated more than one time in any given day. An employee shall be given a copy of any work related visit or evaluation report prepared by his/her evaluators by 10 a.m. on the day before the post evaluation conference. No more than ten school days is to elapse between the evaluation and the conference. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

EMPLOYEE EVALUATION (Cont.)

- B. Any complaints regarding an employee made to any member of the Administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the Association at any subsequent meetings or conferences regarding such complaint.
- C. Prior to any written annual evaluation that could jeopardize future employment or compensation, the immediate supervisor of a non-tenure employee shall have had appropriate communication, including but not limited to all steps below, with said employee regarding his/her performance as an employee.
  - 1. Evaluations shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with the employee and with any or all supervisory personnel.
  - 2. Reports shall be addressed to the employee.
  - 3. Reports shall be written and shall include:
    - a. Strengths of the employee as evidenced during the period since the previous report.
    - b. Weaknesses of the employee as evidenced during the period since the previous report.
    - c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.



EMPLOYEE EVALUATION (Cont.)

4. Supervisory reports are to be provided for non-tenure teachers a minimum of three (3) times each academic year; of those three (3) the first shall not be later than December 1; the last not later than April 15. Exceptions shall be mutually agreed upon.
5. An employee shall have the right, upon request, to review the contents of his/her personnel file "exclusive of employee references received prior to appointment in this district" and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every school year, and prior to April 30 of each school year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee, and if, in fact, they are obsolete or otherwise inappropriate to retain, they will be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level three.

## ARTICLE XIV

### EMPLOYEE FACILITIES

- A. The Board shall provide the following facilities if economically feasible:
1. Space for each teacher to store instructional materials and supplies.
  2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
  3. A private pay telephone in at least one employee lounge in each building for the exclusive use of employees with minimum cost to be borne by the Board.
  4. Filing cabinet for the exclusive use of the teacher.
  5. Suitable, private closet space with lock and key for each teacher to store personal articles.
  6. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught.
  7. An air conditioner in each employees lounge and eating room.

ARTICLE XV

ASSOCIATION-ADMINISTRATION LIAISON

- A. The Association's officers or representatives shall meet with the Superintendent periodically to review and discuss local school problems and practices. The meeting may be initiated by the Association or the Superintendent.
- B. Written arrangements for such meetings shall be made at least two days in advance and for a time that is mutually convenient. The agenda of such a meeting shall have been mutually agreed upon.
- C. Each individual school shall have a liaison committee consisting of Association representatives who shall meet with that building's principal periodically to review and discuss school problems and practices. Procedures for invoking said meetings with the building principal shall be the same as in A & B above.

## ARTICLE XVI

### SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district medical authority because of a contagious disease or because of a quarantine of such disease in his/her immediate household or any medical examinations or consultation.
- B. All employees shall be entitled to the following sick leave:  
10 month employees - 13 days sick leave - max. accum. 11 days  
11 month employees - 14 days sick leave - max. accum. 12 days  
12 month employees - 15 days sick leave - max. accum. 13 days  
Sick leave shall commence as of the first working day of an individual's contract year except for first year employees whose leave shall commence only after having reported for work.
- C. Unused sick leave days shall accumulate to the employees credit from year to year to the extent of the maximum in Section B for type of employment.
- D. Employees shall be given a written accounting of accumulated sick leave days no later than the date of the first pay at the beginning of the school year and again as of the date of final pay at the end of the school year.
- E. Unless prohibited by law, sick leave above and beyond entitlement shall be with cost of substitute deducted regardless of whether or not a substitute is obtained.

SICK LEAVE (Cont.)

F. A payment of Twenty Five Dollars (\$25.00) will be made to employees for each day unused sick leave either upon retirement or upon leaving the school district with ten or more years of service in the Lower Township Elementary School District. Remuneration shall in no case exceed an amount equal to one-third ( $1/3$ ) the employee's current contractual base salary.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

A. This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year.

1. Death in the immediate family - An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered father, mother, spouse, child, brother, sister, in-laws of same relationship, or any member of the immediate household.
2. Serious illness in the immediate family - An allowance of up to three (3) days leave shall be granted. (Immediate family same as 1 above.)
3. Death of other relative or close friend - An allowance of one (1) day's leave shall be granted.
4. Other emergencies - An allowance of a total of four (4) days leave within each employee's contract year with prior approval by the Superintendent of Schools for the following reasons:
  - a. Recognition of a religious holiday where the individual's religion requires that they not work on that day.

TEMPORARY LEAVES OF ABSENCE (Cont.)

- b. Court appearances and appearances before administrative tribunals such as the Commissioner of Education or Public Employment Relations Commission.
- c. Marriage of employee or marriage in the immediate family.
- d. Personal business which cannot be handled outside of school hours.
- e. As a general rule personal days shall not be granted for the purpose of extending a holiday on the adopted school calendar.
- f. Any other emergency or urgent reason not included in a to d above, if approved by the Superintendent of Schools (or the Board of Education).

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

## ARTICLE XVIII

### EXTENDED LEAVES OF ABSENCE

- A. An employee shall notify the Superintendent of her pregnancy. Upon her request she shall receive an unpaid leave of absence due to maternity. Commencement of said leave shall coincide with the end of the marking periods except in the case of a medical emergency. The leave shall not exceed a period of twelve (12) months after the birth of the child. The employee, if she so elects, may return to her position when physically able to perform her duties. However, the return from any maternity leave of absence shall coincide with a marking period.
- B. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lower Township School District in the area of her certification or competence.
- C. Other leaves of absence without pay may be granted by the Board for good reason. Each request shall be considered on its own merit and any prior granting of requests shall not be considered as a precedent for the granting of similar requests.



## SABBATICAL LEAVE

### A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study provided said study is a direct benefit to the Lower Township School System, for travel, or for other reasons of direct value to the School System.

### B. Conditions

1. Request for sabbatical leave must be received by Superintendent in writing in such form as may be mutually agreed on by the Association and Superintendent no later than January 1 and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
2. A sabbatical leave may be granted on the recommendation of the Superintendent to a maximum of one teacher per year.
3. Minimum Time to Qualify:
  - a. A teacher must have completed at least seven (7) full school years of service in the Lower Township Elementary School District.
4. Pay and Benefits:
  - a. A teacher on sabbatical leave shall receive 50% of his contract salary for a full year of leave and 100% of contract salary when on a 1/2 year leave.
  - b. Staff members on sabbatical leave are to be covered by all insurance protection permitted by law or policies in existence.

5. Return:

- a. An employee who is granted sabbatical leave agrees to return to employment in the Lower Township School District for a minimum of two years following completion of the sabbatical leave. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
  - b. A contract stipulating the conditions of the leave shall be signed by the applicant prior to the commencement of the leave.
6. If more than one employee should apply for a sabbatical leave a determination will be based upon:
- a. Seniority in the district
  - b. The value of the study to the district

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The School District recognizes that the individual teacher should be encouraged to pursue a program of continued study in education. It is recognized that the pattern of study may vary from teacher to teacher.
- B. The Board agrees to pay the full cost of tuition and any other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required by the Board of Education to take, exclusive of courses required for certification for position for which he/she is employed.
- C. The Board agrees to provide partial support for teachers in an amount up to the current rate per graduate credit charged by the New Jersey State College System. The "current rate" shall be construed to mean the rate in effect at the time the employee enrolled in the course. A maximum of nine (9) graduate credits per year per employee shall be allowed. Date of completion of course shall determine the year taken. This shall be paid to the staff member following completion of the courses providing that such courses shall have carried college credit, have been approved by the Superintendent prior to enrollment, and that the employee shall have received a minimum grade of "C". The employee shall apply in writing for this reimbursement on a form provided by the Superintendent's office and shall support such application by suitable evidence of

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT (Cont.)

successful completion of the courses. If an employee receives financial aid from another official source, the Board shall reimburse only that portion not covered. Undergraduate credits shall be reimbursed based upon "current undergraduate rates" within the above guide lines.

- D. Employees shall with prior approval of the Superintendent, be partially reimbursed up to the current rate per course charged by the Cape May County Vocational-Technical School for courses taken for the maintenance of skills necessary to their jobs, or for courses that will improve their value to the school system, provided that these courses do not carry college credit. The "current rate" shall be construed to mean the rate in effect at the time the employee enrolled in the course. A maximum of three (3) courses per year per employee shall be allowed.

## ARTICLE XXI

### PROTECTION OF EMPLOYEES AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B. Whenever any action is brought by other than the Board of Education against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her in a reasonable amount under the circumstances for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.
- C. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
- D. The Board shall protect employees through appropriate insurance against loss for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

ARTICLE XXII

CLASSROOM PROCEDURES

- A. The teacher shall submit weekly lesson plans which include the purpose of the lesson and a general outline to be followed. Teachers shall provide substitutes with daily, weekly and/or alternate plans as needed.
- B. The teacher shall maintain the primary right and responsibility to determine the grades of students within the grading policies of the Lower Twonship School District based upon his/her professional judgment of available criteria pertinent to any given subject area of activity to which he/she is responsible. If and when a grade change is deemed appropriate, said change shall appear with the signature of that building Principal making the change.

ARTICLE XXIII

PURCHASE OF MATERIALS AND SUPPLIES BY EMPLOYEES

- A. Employees purchasing materials and/or supplies with the advance approval of the appropriate administrative personnel shall be reimbursed upon submission of an appropriate receipt of purchase.

ARTICLE XXIV

SENIORITY

- A. Seniority for professional certificated personnel is defined by law.
- B. Seniority for non-certificated personnel is defined as service by a non-certificated employee in the School District in the collective bargaining unit covered by this Agreement.
- C. Any employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause.
- D. Any employee who resigns or is released from the School District and returns to work within one calendar year shall retain any seniority previously accrued.



## ARTICLE XXV

### JANITORIAL TENURE

- A. After five (5) years of uninterrupted continuous service, each janitorial employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

## ARTICLE XXVI

### HOURS OF WORK - CUSTODIANS

- A. The regular work week shall be forty (40) hours as follows:
1. One week of eight (8) hours per day, five (5) days per week (Monday through Friday).
  2. One week of seven (7) hours per day Monday through Friday, five (5) hours on Saturday.
  3. When a holiday occurs on Monday, a costodian scheduled to work on the Saturday preceding the holiday shall work eight (8) hours per day on the preceding Monday through Friday and shall not be required to work on the Saturday preceding the Monday holiday.

B. Custodial Holidays

July Fourth

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Presidents' Day

Easter Monday

Memorial Day

Custodians shall work eight (8) hours per day on Monday, Tuesday and Wednesday preceding Thanksgiving and shall not be required to work on the Saturday following Thanksgiving.

#### HOURS OF WORK - CUSTODIANS (Cont.)

If any of the regular holidays shall fall on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday, except Easter Sunday. If a custodial holiday falls on a date school is in session custodians will work on an alternate date which shall be determined by the Board of Education after advisory consultation with the Association.

There shall be no night work during the summer months when school is not in session.

Overtime will be paid, when it is authorized by the Superintendent, for all hours worked over eight in a day and/or over forty in a week in one job category.

## ARTICLE XXVII

### CUSTODIANS - VACATIONS/BLACK SEAL

A. Each salaried custodian shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.

B. Vacation dates shall be selected by employees according to seniority pursuant to the following time and eligibility limitations below:

1. All custodians with one (1) year service shall receive two (2) weeks vacation.
2. All custodians with five (5) years service shall receive three (3) weeks vacation.
3. All custodians with fifteen (15) years service shall receive four (4) weeks vacation.

All summer vacations shall be taken commencing the last week of June and be completed the date two (2) Monday's prior to Labor Day. Employees subject to provision two (2) above, shall be allowed to select a maximum of one (1) week vacation time at any time during the regular school year according to seniority.

Vacation time shall be permitted during the following times with prior approval of the Superintendent.

1. NJEA Convention, Thanksgiving Recess, Christmas Recess and Easter Recess.
2. In categories 2 and 3, a maximum of one (1) employee at a time, per building, shall be allowed to take vacation time during the regular school year.

CUSTODIANS - VACATIONS/BLACK SEAL (Cont.)

3. Custodians eligible for four (4) weeks vacation shall be required to take one (1) week between September 15th and June 1st.

- C. Any holiday falling within a custodian's vacation, shall automatically extend vacation time by one (1) day for each holiday. The employee, at his or her discretion, may choose to accept a day's pay in lieu of the holiday(s).
- D. In the event that a custodian, while on vacation, shall become ill, or be hospitalized, the employee shall secure a written verification from the employee's physician relating to the illness. This verification shall state the inclusive dates of illness or hospital confinement. Working days within these dates shall be counted as sick leave and an equivalent number of days may be used as vacation days within sixty (60) days of the ending date of the custodian's regular vacation.
- E. Custodians shall receive a one-time payment of Two Hundred (\$200.00) Dollars for obtaining a Black Seal License. Custodians presently holding a Black Seal shall be awarded a one-time payment of Two Hundred (\$200.00) Dollars.

ARTICLE XXVIII

VACANCIES, REASSIGNMENT AND NEW POSITIONS

ALL EMPLOYEES

A. Notice of all vacancies in all positions shall be posted in each employee work area by the building Principal or other appropriate supervisory personnel; additionally, the Association Officers shall receive adequate notice(s) within ten (10) days of:

1. Formal Board action upon a letter of resignation, or
2. Official Board action vacating a position or creating a new position within the school district.

B. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent of Schools or his designee. Seniority will be one of the factors considered when granting these requests.

ARTICLE XXIX  
CLERICAL STAFF

A. Classification:

1. There shall be two (2) categories of secretaries:
  - a. Administrative Secretary
  - b. Secretary
2. Both categories shall be twelve (12) month employees.
3. Child Study Team and Cafeteria Secretary shall be ten (10) month employees.
4. An Administrative Secretary shall receive a five hundred (\$500.00) dollar stipend annually in addition to their regular salary.
5. Clerk-Typists shall be ten (10) month employees.

B. Work Year:

1. The work year of all twelve (12) month clerical staff shall be two hundred forty (240) work days, including vacations and shall consist of two hundred (200) work days of six and one half (6½) hours (exclusive of lunch) and forty (40) work days of five (5) hours (during the summer).
2. The work year of all ten (10) month clerical staff shall be two hundred (200) work days of six and one half (6½) hours (exclusive of lunch).

CLERICAL STAFF (Cont.)

3. All twelve (12) month clerical staff will receive:
  - a. Two weeks vacation after one (1) full year of service. Vacations will be pro-rated effective July 1, for employees having less than one year service. Vacation for such employees shall accrue at the rate of one (1) day per month to a maximum of ten (10).
  - b. Three (3) weeks vacation after five (5) complete years of service.
  - c. Four (4) weeks vacation after ten (10) complete years of service.
  - d. Any full time secretary employed as of June 30, 1981 shall continue to receive a vacation consistent with the policy in effect June 30, 1981.
4. All vacations shall be completed two (2) Mondays prior to Labor Day.
5. During the academic year, the work days for clerical staff shall be the same as the work days for teachers. On all days of parent-teacher conferences and in-service days the clerical staff shall work their regular hours.

C. WORK DAY:

1. Twelve (12) month clerical employees shall work two hundred (200) work days of six and one half (6½) hours exclusive of lunch.



CLERICAL STAFF (Cont.)

2. Twelve (12) month clerical employees shall work forty (40) days of five (5) hours exclusive of lunch during the summer.
3. All vacation time shall occur during the forty (40) work days during the summer.
4. The two hundred (200) work days of six and one half hours (6½) shall be as follows:
  - a. Two (2) work weeks before Labor Day.
  - b. The academic year followed by the number of work days necessary to attain the full 200 day work year.

D. Miscellaneous Provisions:

1. Whenever possible an attempt will be made to provide equitable work assignments in each building.
2. Any permanent secretary hired to work less than the two hundred forty (240) day work year will be paid pro rata on the appropriate step of the twelve (12) month secretary guide, such employees are not eligible for vacation benefits.
3. Any work days required beyond those stipulated in this article shall be compensated at a per diem rate equal to that received during the regular work year.

ARTICLE XXX  
TRANSPORTATION WORKERS

A. Physical Examinations for Transportation Workers

- a. The Board of Education agrees to pay for the required physical examination which is to be performed by one of the school medical inspectors. The extent of the medical examination shall be determined by the Board, an electrocardiogram shall be mandatory and the results of the annual physical shall be placed on file with the Board Secretary prior to Labor Day of each working year.
- b. Each employee shall retain the right to have an independent medical evaluation performed at the employee's own expense and attach the results of same to the school medical inspector's report.

B. Kindergarten Run

See back of this page.

C. Special Education Run.

See back of this page.

D. Field Trips

See back of this page.

OVER

## ARTICLE XXX

### PHYSICAL EXAMINATIONS

- A. The Board of Education agrees to pay for the required physical examination which is to be performed by one of the school medical inspectors. The extent of the medical examination shall be determined by the Board, an electrocardiogram shall be mandatory and the results of the annual physical shall be placed on file with the Board Secretary prior to Labor Day of each working year.
- B. Each employee shall retain the right to have an independent medical evaluation performed at the employee's own expense and attach the results of same to the school medical inspector's report.

ARTICLE XXXI

TRAVEL REIMBURSEMENT

- A. Employees who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of eighteen (18) cents per mile.